

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

TRUSTEES OF BOSTON COLLEGE,)
vs.)
Plaintiff,) Cause No.: 4:24-cv-1523-HEA
URSHAN UNIVERSITY, INC.,)
Defendant.) **JURY TRIAL DEMANDED**

DECLARATION OF JEFFREY B. HUNT

Jeffrey B. Hunt, of lawful age and sound mind, hereby certifies and confirms under penalty of perjury:

1. I am submitting this Declaration on behalf of my client, Defendant Urshan University, Inc.

2. Attached as Exhibit 1 to this Declaration is a December 18, 2024 letter I received from Attorney Randy K. Sterns of the law firm "Bush/Ross."

3. Mr. Sterns represents the United Pentecostal Church Development Fund concerning the mortgage loan and deed of trust and promissory note for the St. Stanislaus Seminary property, including the Chapel.

I declare under penalty of perjury that the foregoing is true and correct.

Jan 10, 2025
Executed Date



Jeffrey B. Hunt



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December 18, 2024

VIA EMAIL: jhunt@rgsz.com

Jeffrey Hunt
Rosenblum & Goldenhersh
7733 Forsythe Boulevard, Fourth Floor
Saint Louis, MO 63105

RE: United Pentecostal Church Development Fund

Dear Mr. Hunt:

Please be advised that we represent the United Pentecostal Church Development Fund, Inc. ("UPCDF"), and have been advised by our client that there is pending litigation filed by the Trustees of Boston College against Urshan University, Inc. alleging a breach of contract concerning the transfer of 13 historic, stained-glass windows ("Windows") located on the premises and property that serves as crucial collateral for UPCDF mortgage loans made to Urshan College. For your reference, we have included a link which includes the referenced mortgage documents and related promissory notes as well as loan modifications that have been entered into by Urshan College and UPCDF. In addition, UPCDF has made additional loans to Urshan College in connection with properties located in Wentzville, Missouri. All of these loan documents are cross-collateralized and include cross-default provisions.

Please be further advised that the proposed transfer of these Windows by Urshan College to Boston College clearly violate that specific terms of the loan documents entered into by Urshan College. Please note that the two initial mortgages granted by UPCDF to Urshan College are identified as mortgage loan numbers 120050 and 120051.

Pursuant to the terms of the Deed of Trust, Assignment of Rents and Security Agreement dated December 8, 2015 and recorded on December 11, 2015, Section 12(a) provides that if borrower fails to perform any of its obligations under this instrument or any other loan documents or if any action or proceeding is commenced which purports to affect the mortgage property, lender's security or lender's rights, then lender at lender's option may make such appearances and take such actions as lender reasonably deems necessary to perform such obligations of borrower and to protect lender's interests. Accordingly, please be advised that



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UPCDF intends to participate in, challenge and take action to protect its interest in the Windows as part of its claim to the collateral under the Loan Documents.

Section 17 of the Deed of Trust further provides that borrower shall not permit impairment or deterioration of the mortgage property and shall give notice to lender, appear in and defend any action or proceeding to affect lender's mortgage property, its security or rights under the loan documents. Section 21 of the Deed of Trust further prohibits the transfer of the mortgaged property or interest of borrower and the collateral without the consent of UPCDF. Any unauthorized transfer of the collateral constitutes an event of default under the Deed of Trust and loan documents entered into by Urshan College.

We appreciate your review of the enclosed documentation at your earliest opportunity and look forward to discussing with you Urshan College's efforts in defending the action brought by Boston College. We look forward to working with you to protect the value of the underlying collateral for UPCDF's mortgage loans made to the college.

Sincerely,



Randy K. Sterns

RKS:jg
Enclosures

cc: Richard Lovall